

UTAH STATE PRISON RELOCATION

DFCM Project Number 15310100

The following matrix does not identify all the responsibilities of the CM/GC, but is provided here to assist the CM/GC in their response to the RFP. The CM/GC scope of services includes, but is not limited to the below:

RESPONSIBLE PARTIES FOR PROJECT ACTIVITIES

Legend: L = Leadership role S = Support role N/A = Not applicable; no role taken

RESPONSIBILITY	DFCM	UDC	PM	Master Arch.	CM/GC	Site Engineer
TEAM SELECTION						
DFCM selects A/E.	L	S	S	N/A	N/A	N/A
DFCM selects CM/GC.	L	S	S	N/A	N/A	N/A
Execute A/E's contractual agreements.	L	S	S	L	N/A	N/A
Execute CM/GC's contractual agreements and notice to proceed.	L	S	S	N/A	L	N/A
Establish team responsibilities.	L	L	L	S	S	S
Establish communication procedures.	L	S	L	S	S	S
CONCEPTUAL PLANNING						
Develop owner's program.	L	L	L	L	N/A	L
Establish owner's budget.	S	S	L	S	S	S
Establish construction budget controls.	S	S	L	S	S	S
Analyze program vs. budget.	S	S	L	S	S	S
Adjust program vs. budget.	S	L	L	L	S	L
Assess environmental compliance.	L	S	S	S	S	S
Site selection and evaluation.	L	S	S	S	S	S
Retain special consultants.	L	N/A	S	S	N/A	S
Obtain survey and soils test.	L	N/A	S	S	S	S
Coordinate with governmental agencies.	L	S	S	S	S	S
Study spatial relationships.	S	L	S	L	N/A	S
Develop Program estimate.	S	S	L	S	L	S
Evaluate budget vs. estimate.	S	S	L	S	S	S
Study financial feasibility.	L	S	L	S	S	S
Establish quality assurance program.	S	S	L	S	L	S
Develop preliminary project master schedule.	S	S	L	S	L	S
Set A/E production schedule.	S	S	L	L	S	L
Establish occupancy schedule.	S	L	L	S	L	S
Owner's review and approval.	L	L	L	S	S	S
SCHEMATIC DESIGN						
Refine program (relating to program/budget/estimate).	L	L	L	L	S	S
Review plans and specifications	S	L	L	S	S	S(SITE)
Prepare detailed design schedule.	N/A	N/A	L	L	S	L(SITE)
Prepare alternate schemes.	S	S	S	L	S	L
Analyze alternate schemes.	L	L	L	L	L	L
Recommend basic materials and systems.	S	L	S	L	S	L
Prepare schematic drawings.	S	S	S	L	N/A	L(SITE)
Prepare outline specifications.	S	S	S	L	N/A	L(SITE)
Conduct value engineering analysis.	S	S	L	S	S	S(SITE)
Perform constructability analysis.	S	S	L	S	L	S
Establish reporting and accounting procedures.	L	S	L	S	S	S
Develop bid package format.	S	S	L	S	L	S
Begin permitting process (as applicable).	L	S	S	L	S	L(SITE)
Review with Fire Marshal plan and code officials.	L	S	S	L	S	L
Prepare local planning or Zoning Board applications (as applicable).	L	S	S	L	S	L
Initiate preliminary utility company review.	L	N/A	S	L	S	L(SITE)
Provide S.D. Estimate (preliminary GMP estimate).	S	S	L	S	L	S(SITE)
Provide Program to S.D. Estimate Variance Report	S	S	L	S	L	S
Update master construction schedule.	S	S	L	S	L	S
Analyze budget vs. estimate.	L	S	L	S	S	S(SITE)
Schematic design report.	S	S	L	S	S	S(SITE)
Owner's review and approval.	L	L	L	S	S	S
DESIGN DEVELOPMENT						
Finalize selection of components and systems.	S	L	S	L	S	L
Review plans and specifications	S	L	L	S	S	S(SITE)
Transition planning	S	L	L	S	S	S
FFE planning	S	L	L	S	S	S
Refine outline specifications.	S	S	S	L	S	L(SITE)
Identify long-lead purchase items.	S	S	S	S	L	S
Develop phased construction schedule.	S	L	L	S	L	S(SITE)
Conduct value engineering analysis.	S	S	L	S	S	S(SITE)
Complete design development drawings.	S	S	S	L	S	L(SITE)
Establish phased bidding schedule and scope.	S	S	L	S	L	S(SITE)
Establish general conditions planning.	S	S	L	S	L	S(SITE)
Prepare construction estimate for a DD phase.	S	S	L	S	L	S(SITE)
Provide S.D. to D.D. Estimate Variance Report	S	S	L	S	L	S(SITE)
Update construction schedule.	S	S	S	N/A	L	S
Coordinate with governmental agencies and utilities.	L	S	S	L	S	L
Evaluate labor and subcontractor market.	N/A	N/A	S	S	L	S
Prepare subcontractor marketing plan.	N/A	N/A	S	N/A	L	N/A
Update master construction schedule.	S	S	L	S	L	N/A
Update Estimate vs. budget.	S	S	L	S	L	S
Refine project budget.	L	S	L	S	S	S
Prepare long-lead purchase and phased construction documents.	L	S	L	L	S	L
Bid and purchase long-lead items.	S	S	S	S	L	S
Design development report.	S	S	L	S	S	S
Owner's review and approval.	L	L	L	S	S	S
CONTRACT DOCUMENTS						
Prepare contract plans and specifications.	N/A	N/A	S	L	N/A	L
Review contract plans and specifications.	S	L	L	S	L	S

Transition planning	S	L	L	S	S	S
FFE planning	S	L	L	S	S	S
Conduct constructability review.	S	S	L	S	L	S
Final governmental agency review and approval.	L	S	L	L	S	L
Final conformance of GMP vs. scope.	S	S	L	S	L	S
Prepare a guaranteed maximum price (GMP).	S	S	S	N/A	L	N/A
Establish subcontractor conditions	S	N/A	S	S	L	S
Finalize bid divisions of work.	S	N/A	S	N/A	L	N/A
Prepare instructions to bidders.	N/A	N/A	S	S	L	S
Finalize owner occupancy schedule.	S	S	L	S	S	S
Prepare cash flow schedule.	S	S	L	N/A	S	N/A
Negotiate CM/GC contract amendment for the GMP.	L	N/A	L	S	L	S(SITE)
Update construction schedule.	N/A	N/A	S	N/A	L	N/A
Contract document report.	N/A	N/A	S	L	L	L
Owner's review and approval.	L	L	L	N/A	N/A	N/A
BIDDING AND AWARD						
Advertise for subcontractor bids.	S	N/A	S	S	L	S
Place legal ads for bidding.	N/A	N/A	S	N/A	L	N/A
Distribute bidding documents.	N/A	N/A	S	N/A	L	N/A
Conduct subcontractor pre-bid conference.	S	N/A	L	S	L	S
Receive and tabulate subcontractor's bids.	S	N/A	L	N/A	L	N/A
Evaluate bids for specification compliance.	S	N/A	L	S	L	S
Evaluate bids for award recommendation.	S	N/A	S	S	L	S
Evaluate cost of project as bid.	S	S	L	S	L	S(SITE)
Update construction and master schedule.	S	S	L	N/A	L	N/A
Award subcontractor contracts.	S	N/A	S	N/A	L	N/A
Develop detailed CPM construction schedule.	N/A	N/A	S	N/A	L	N/A
Conduct pre-construction conferences.	S	S	S	S	L	S
Set disbursement schedules.	S	N/A	S	N/A	L	N/A
CONSTRUCTION						
Mobilization for construction.	N/A	N/A	L	N/A	L	N/A
Transition planning	S	L	L	S	S	S
FFE planning	S	L	L	S	S	S
FFE procurement	L	S	S	S	S	S
Monitor subcontractors' work.	S	S	L	S	L	S
Observe for conformance to design.	S	S	L	S	L	S
Evaluate progress and update construction schedule.	S	S	L	S	L	S(SITE)
Process shop drawing and sample control.	N/A	S	L	S	L	S(SITE)
Check and approve shop drawing and samples.	S	S	S	L	S	L(SITE)
Approve subcontractor progress payments.	S	N/A	S	S	L	S
Disperse payments to contractors.	L	N/A	S	N/A	S	N/A
Disperse payments to subcontractors.	N/A	N/A	N/A	N/A	L	N/A
Provide project cost control.	S	S	L	S	S	S
Conduct job meetings.	S	S	L	S	S	S
Prepare and log RFIs.	N/A	N/A	L	N/A	S	N/A
Respond to RFIs.	S	S	S	L	S	L
Issue change orders and construction change directives.	S	S	L	S	S	S
Administer safety program.	N/A	N/A	S	N/A	L	N/A
Administer security program.	N/A	S	S	N/A	L	N/A
Administer quality control program.	S	S	S	S	L	S
Maintain as-built drawings.	N/A	N/A	S	S	L	S
Coordinate owner occupancy schedule.	L	L	L	S	L	S
Prepare punch list.	L	L	L	L	S	L
Coordinate completion of punch list.	S	S	S	S	L	S
Notify substantial completion.	N/A	N/A	S	N/A	L	N/A
Certify substantial completion.	L	L	S	L	S	L
Inspect for final compliance.	L	L	S	L	L	L
Determine final accounting.	L	N/A	L	N/A	L	N/A
Determine final payments.	L	N/A	L	S	L	S
Owner's review and approval of CM/GC payment.	L	N/A	L	N/A	N/A	N/A
POST CONSTRUCTION						
Prepare record drawings based on assembled as-built drawings.	N/A	N/A	S	S	L	S(SITE)
Transition	L	L	L	N/A	N/A	N/A
Post-project evaluation.	L	L	L	S	S	S
Coordinate work under warranty.	L	L	S	S	L	S

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	Included in Fee	In G.C's	In Billable Staff Rates	Cost of Work	Part of Precon Fee	By Owner
Gen Liability Insurance				x		
Corp. Officer Support	x					
Corp. Overhead	x					
PROJECT ACCOUNTING						
Accounts Payable	x					
Accounts Receivable			x			
PROJECT SUPERVISION						
Project Executive			x		x	
Project Director			x		x	
Preconstruction Director			x		x	
Sr. Estimator			x		x	
Estimator			x		x	
Assistant Estimator			x		x	
Sr. Project Manager			x		x	
Project Manager			x			
Asistant Project Manager			x			
Project Engineer			x			
Field Engineer			x			
General Superintendent			x		x	
Site Superintendent			x			
Area Superintendent			x			
Assistant/Jr Superintendent			x			
Project Foreman			x			
Project Controls Manager			x		x	
Scheduler			x		x	
QA/QC Manager			x			
Assistant QA/QC			x			
Controller/Project Account.			x			
Job Cost Accountant			x			
Saftey Manager			x			
Project Assistant			x			
BIM Manager			x		x	
ASSISTANT SUPERVISION						
Foreman				x		
Equipment/Resource Foreman				x		
SAFETY OFFICER						
Corp.Safety Officer	x					
TEMPORARY LABOR						
Temporary Labor				x		
VEHICLES						
Pick-up (P.M. & Super)			x			
2nd Pick-up				x		
Pick-up (foreman)				x		
Medium Duty Truck (2 ton)				x		
TEMPORARY FIELD OFFICE						
Field Office		x				
Owner/Architect Trailer		x				
Storage Trailer		x				
Office Set-up		x				
Mobilization		x				
Temporary Stairs/Ladders		x				
Temporary Parking		x				
TEMPORARY PROTECTION						
Doors & Partitions				x		
Barricades				x		
Temporary Walls				x		
Safety Cables				x		
Masonry Bracing				x		
Earthwork Shoring/Bracing				x		
Protect New Work				x		

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	Included in Fee	In G.C's	In Billable Staff Rates	Cost of Work	Part of Precon Fee	By Owner
TEMPORARY FENCE						
Lay Down Area				x		
Temporary Fence				x		
TEMPORARY CONTROL						
Water Control				x		
Dust Control				x		
Noise Control				x		
Water Truck				x		
TEMPORARY ELECTRIC (OFFICE)						
Temporary Electric Hook-up				x		
Monthly Usage Charges				x		
Start-up Monthly Usage Charges				x		
Generators				x		
TEMPORARY LIGHTING						
Lighting, Bulbs & Wiring				x		
TEMPORARY HEAT						
Temporary Heat				x		
Temporary Heat Consumption				x		
TEMPORARY PHONES						
Phone & Data Hook-up		x				
Monthly Usage Charges		x				
Facsimile, Printers, Copy Machines		x				
TEMPORARY WATER						
Temporary Water Hook-up				x		
Monthly Usage Charges				x		
Fire Water Reservoir/Pumps				x		
UTILITY CONNECTION FEES						
Electric Company Charges				x		
Gas Company Charges				x		
Water Tap Fees				x		
Sewer Tap Fees				x		
Phone & Data Company Charges				x		
Storm Sewer Tap Fees				x		
Impact Fee				x		
Utility Disconnect Fees				x		
OFFICE SUPPLIES / FURNITURE						
Computers		x				
Copy Machines		x				
Miscellaneous Supplies		x				
Paper Goods		x				
Adding Machines		x				
Office Furniture		x				
SANITARY FACILITIES						
Temporary Toilets		x				
Additional Toilets		x				
PERIMETER PROTECTION						
Safety Cables				x		
Toe Boards				x		
Life Lines				x		
Safety Nets				x		
Eyebrows				x		
SURVEY & LAYOUT						
Stakes & Batten Boards				x		
Interior Layout				x		
Site Layout				x		
Survey				x		
Engineer Layout				x		

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	Included in Fee	In G.C's	In Billable Staff Rates	Cost of Work	Part of Precon Fee	By Owner
PICK-UP & DELIVERY						
Jobsite Deliveries/Pickups		x				
Courier Service		x				
WEATHER PROTECTION						
Cold Weather Protection				x		
Snow/Ice Removal				x		
Hot Weather Protection				x		
VERTICAL MVMT. EQUIPMENT						
Scaffold				x		
Elevator Rent				x		
Elevator Protection				x		
Stairs & Ladders				x		
Hoist - Man Lift				x		
Hoist - Material Lift				x		
Hoist Operator				x		
Hoist Footing				x		
Hoist Set-up (up & down)				x		
Hoist Inspection				x		
Hoist Electrical				x		
ACCESS ROADS						
Access Roads				x		
Temporary Parking				x		
TRAFFIC REGULATION						
Traffic Barricades				x		
Traffic Signals				x		
Temporary Flagman				x		
Miscellaneous Traffic Control				x		
FIRE & SAFETY						
Fire Protection		x				
First Aid		x				
Safety		x				
Signage		x				
P.P.E.		x				
SECURITY						
Watchman				x		
Security Guards				x		
Guard Shack				x		
DAILY CLEANING						
Daily Clean-up				x		
Dump Fees & Recycling				x		
Dumpster Rental & Source Separation				x		
Hauling				x		
Street Cleaning				x		
Rubbish Chute				x		
FUEL						
Superintendent Gas & Oil			x			
Foreman Gas & Oil				x		
Project Manager Gas & Oil			x			
Equipment Gas & Oil				x		
Other Gas & Oil				x		
Job Site Tank Mobilization				x		
SPECIAL EQUIPMENT						
Project Wide Equipment				x		
Forklift				x		
Boom Lift				x		
Backhoe				x		
JLG's				x		
Scissor Lift				x		
Mobile Crane				x		

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	Included in Fee	In G.C's	In Billable Staff Rates	Cost of Work	Part of Precon Fee	By Owner
MISCELLANEOUS						
Scheduling			x			
PROGRESS PHOTOS						
Progress Photos (including arial)				x		
MAILING EXPENSE						
Air Mail		x				
Courier Service		x				
Postage		x				
PRINTING						
Plans/Specifications		x				
Schedules		x				
PROJECT RECORD DOCUMENTS						
Submittals & Product Data				x		
As-Built Drawings				x		
Construction Photographs				x		
O & M Manuals				x		
Guarantees/Warranties				x		
Scheduling				x		
GROUND BREAKING						
Ground Breaking		x				
FINAL CLEANING						
Final Clean-up				x		
Window Cleaning				x		
Hauling				x		
Site Cleanup				x		
ALLOWANCES						
Allowances				x		
SWPPP Management				x		
PROJECT IDENTIFICATION						
Project Sign				x		
Sign Permit				x		
Safety Signs				x		
Special Directories				x		

Exhibit 4
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)
SCOPE OF SERVICES

This Appendix further defines and explains the Basic Services required as part of the CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) Solicitation for Utah State Prison Relocation project. This scope of services may not, and is not intended, to anticipate all services required, but should be used to respond to the Solicitation for Programming, Preconstruction and CM/GC Services.

1. GENERAL

The Scope of Services set forth in this Appendix and the compensation to the Contractor (refers to the CM/GC) for said Scope of Services is based upon the Contractor and the Utah Department of Administrative Services Division of Facilities Construction and Management (DFCM) each performing its responsibilities in a timely manner.

A. SCOPE OF WORK

The Scope of Services for this Project includes programming, preconstruction and construction management/general contracting services for the new Utah Correctional Facility to be constructed in a location still to be chosen by the Prison Relocation Committee and DFCM. This agreement may be expanded, through separate amendment(s) to include complete construction management-at-risk and post-construction services for all or portions of the Project. DFCM may choose to hire multiple Contractors for specific portions of the Project, if that is the direction chosen, the Contractor will be required to work collaboratively with and coordinate with the selected firm(s).

The selected Contractor will be required to work collaboratively with the Master Architect, Site Engineer and Geotechnical Engineer to develop the Site Master Plans, Architectural and Operational Programs and all other prerequisite approvals and documents in the development of bid-ready Construction Documents. The Master Architect, Site Engineer and Geotechnical Engineer will be responsible for all master planning, architectural and operational programming, site design work including building and site development components, and construction documents. The Contractor shall perform specific services during programming and preconstruction to assist, review, coordinate, opine and cooperate with the Master Architect, Site Engineer and all other design professionals involved with the Project.

Preconstruction is defined as the services performed from the date of the Contract up to the establishment of the Guaranteed Maximum Price (GMP). This will include all programming, schematic design, design development and construction documents phases (preconstruction).

The facilities and site improvements will be constructed in accordance with the latest adopted version of the International Building Code (IBC) by the Utah State Legislator and the DFCM's Design Standards. The facilities will include multiple levels of security for both male and female inmates as well as medical and mental health diagnostic and treatment facilities, food service, warehousing, laundry, visitation, academic and vocational education, prison industries, staff training and all other components required to meet Utah Department of Corrections (UDC) program requirements.

The Contractor agrees to provide or perform programming and preconstruction services, tasks described herein and in the Contract Documents, and any other services necessary, normal, customary or incidental to the performance of the Contractor's responsibilities for the Project. The Contractor's shall:

1. Perform the services in collaboration with DFCM, the Program Management Consultant (PM), Master Architect, Site Engineer, and other third parties with responsibility, oversight or jurisdiction relative to the Project. The Contractor shall facilitate the design and construction of the Project in accordance with UDC's budget, quality and schedule objectives.
2. Actively and consistently interface and coordinate with DFCM, the PM and Design Consultants to such extent as necessary or required to provide DFCM, the PM and Design Consultants with sufficient information, lead-time, reminders and guidance from the Contractor in order to assure that DFCM, the PM and Design Consultants (the Project Team) will have the opportunity to make informed, reasoned and timely decisions consistent with DFCM's budget and schedule requirements and objectives.
3. Review and analyze drawings and documents prepared by the Master Architect, Site Engineer or other Design Consultants, and make recommendations to DFCM regarding said documents.
4. Review and analyze the geotechnical investigation and report of the selected project site.
5. Provide estimated construction cost breakdowns of the Project at time indicated intervals consistent with the stage of development of the Design Consultants' drawings and specifications.
6. Attend milestone review meetings with the Project Team before commencing each project phase. The Contractor shall assist DFCM to identify goals for the upcoming work, examine the performance of the Project Team against the goals for the upcoming work, examine the performance of the Project Team against the goals in the preceding phase, and propose corrective measures as required to achieve those prescribed goals.
7. Participate in value analyses sessions, constructability reviews and review workshops, which will include, but not be limited to, facilities and site improvements, documentation of the findings and action items from each finding. The Contractor shall develop and maintain an open-access database of actions taken or resolution of each finding or action item. The database shall be designed so that it may be easily and rapidly expanded, searched and accessed by the Project Team. The Contractor shall be responsible to archive and curate the database for the duration of the Contract.
8. Notify DFCM when the Contractor becomes aware of deficiencies, errors or omissions in the Contract Documents prepared by the Project Team regardless when the deficiency became apparent or what stage in the development of the Contract Documents it occurred. The Contractor shall propose a remedy or satisfactory method to correct any identified deficiencies, errors, omissions or otherwise.

9. Assist the Project Team in providing Contract Documents that are compliant with UDC, DFCM and other State of Utah standards, and the Project's parameters established in subsequent project development stages. Advise DFCM of any perceived non-conformance issues to applicable statutes, building codes, regulations, rules, guidelines and requirements.
10. Monitor construction-related approvals, including but not limited to, written approvals by authorities having jurisdiction (AHJ) over the work of this Project including City, County, State and Federal agencies.
11. Provide a written description of the Contractor's quality assurance program (QA program) starting with programming and continuing throughout preconstruction. The QA program shall be designed to advance the goal of achieving a quality project within schedule and budget, and compliant with the terms of the Contract Documents. Provide a written description of the Contractor's quality control program (QC program) to be implemented during the Construction Phase.
12. Perform services during all phases of the Project to assist, review, coordinate, opine and cooperate with DFCM, peer reviewers and other providers of peer review services for DFCM, Master Architect, Site Engineer and other Design Consultants on the Project.
13. Perform services during all phases of the Project to assist, review, coordinate, opine and cooperate with DFCM, plan reviewers and other providers of plan review services for DFCM, Master Architect, Site Engineer and other Design Consultants on the Project.

B. GENERAL DESIGN REQUIREMENTS (FOR REFERENCE ONLY)

1. The Scope of Services requested of the Design Consultants shall be designed in accordance with the Utah Department of Corrections (UDC) security requirements and must meet the American Correctional Association Facilities Standards for Adult Correctional Facilities (latest edition) and all supplements/revisions issued to the Design Consultants up to the date of negotiations for their respective Contracts.
2. The Utah State Fire Marshal (USFM) will review the Design Consultants' document submittals. All of the Design Consultants' interactions with the Fire Marshal shall be through DFCM.
3. A thorough review of the Design Consultants' submittals will be performed by DFCM/UDC, the Program Management Consultant (PM) and the Contractor. All comments will be back checked to ensure their acceptable resolution prior to moving to the next phase of work. The Design Consultants shall review, respond to, and incorporate all review comments into the appropriate Documents. All changes that are incorporated into the Documents shall be fully coordinated between all disciplines and between all components of the Design Consultants' work.
4. All Design Drawings shall be prepared using Building Information Modeling (BIM) software (Autodesk Revit) in accordance with the DFCM drawing standards. All models prepared by sub consultants must be prepared using software compatible with Autodesk Navisworks. Navisworks shall be used for assembling the Federated model in order to do "clash/interference" detection. Conceptual renderings used during planning,

programming and conceptual design stages may use programs such as Sketch-Up or similar software. The Design Consultants will participate in BIM review meetings with the Contractor and its Subcontractors.

5. Guideline specifications for this Project will be provided by DFCM. The guideline specifications shall be modified by the Design Consultants, as required, to meet the facilities and site specific requirements of the Project. Specifications shall be prepared in the current Construction Specification Institute (CSI) format using the software program Microsoft Word Version 2010. Where the Design Consultants specifies materials and equipment by manufacturer names, provide three or more names for each item specified. Where the Design Consultants believe that fewer than three suitable manufacturers are commercially available, provide a written justification for using fewer than three manufacturers. The Design Consultants shall confirm that the products listed are currently available.
6. Participate in a one-day Project Kick-Off Meeting at which time representatives from DFCM will be present to discuss the project schedule, key elements of the design, and roles and responsibilities prior to the beginning of the planning and programming process. The meeting will be held in Salt Lake City, Utah. DFCM will determine the date, time, place, and personnel required to attend.
7. Participate in site visits during the initial stages of the Design Consultants' work. DFCM shall determine the date and time. Key representatives from the Contractor's team shall attend.
8. Coordinate with the Design Consultants in their design and engineering of off-site improvements for site security and communications systems and components listed below and specified to meet Utah Department of Corrections requirements. The Design Consultants shall coordinate their engineering and points of interface for the systems referenced below:
 - a. Fire alarm control panels, signal-initiating devices, control devices, and alarm signal devices.
 - b. Personal alarm receivers, enclosures, horns, strobes, reset switches, and special back boxes.
 - c. Local and regional intercom substations, master stations, cabinets and enclosures.
 - d. Site intercom stations, receptacles, wall plates, and back boxes.
 - e. Public address system speakers, enclosures, grills, microphones, and control cabinets.
 - f. Master antenna television distribution amplifiers, splitters, combiners, wall taps, and special back boxes.
 - g. Closed circuit television cameras, recording equipment, power supplies, accessories, and hardware.
 - h. Access control system.
 - i. Commercial and detention hardware.
9. Prior to each design submittal, check all documents for technical accuracy and compliance with DFCM Quality Standards, incorporation of all Design Review Comments (DRC) and any other DFCM authorized changes, and coordination within and between design disciplines and all other submittal components.

- 10.** Coordinate building location and site improvements to provide for the connection of all utilities and conduits and required building separations. The site master plan design shall include all sidewalks, walkways and paved areas required for normal access, handicapped access and building services. All site and building access to be coordinated between design disciplines to ensure the entire path of travel conforms to all code requirements.
- 11.** The Design Consultants shall coordinate their design and engineering work, and points of interface with DFCM standard requirements for the following design components:

 - a. Building electrical conduit stub-outs, site wide conduit systems and other associated work.
 - b. Site lighting in conjunction with the Architectural and Operational Program and DFCM standard requirements to include an exterior photometric study for site wide lighting requirements.
 - c. Coordinate with the local electric utility company to identify and implement their savings-by-design program to maximize the utility company's incentive program.
- 12.** The Design Consultants shall prepare a report addressing the levels of soil corrosivity for the entire site. The report shall be prepared by a registered corrosion engineer as part of the design level geotechnical investigation. The report shall be made available to all Design Consultants working on the Project for use in the design of the buildings and site improvements. The Design Consultants shall coordinate their work to identify any unique corrosion issues that need to be addressed in the corrosion report. The Design Consultants shall assess soil corrosion potential to piping and embedded structures and implement recommendations contained in the report. The Design Consultants shall prepare a Corrosion Testing and Inspection Program for the Project to be used by State of Utah inspectors during construction.
- 13.** Design all proposed facilities to meet or exceed the High Performance Building Standards found in the DFCM Design Standards.
- 14.** Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly. DFCM's direction and review of the Design Consultants' submittals shall not relieve the Design Consultants of any liability for errors and omissions in the documents. The Contractor shall participate in plan and peer reviews with the Project Team.
- 15.** Verify that digital electronic submittals are free from electronic "viruses," "worms," "Trojan Horses" and other malware programs or data which may cause undesirable effects to the host computer, data stored on the host computer or the electronic submittal, using DFCM approved commercially available software. DFCM will check incoming electronic submittals for such irregularities, utilizing commercially available software and at the first indication of such an irregularity, the entire electronic submittal will be considered unacceptable and will be returned to the Design Consultants. The Design Consultants shall remove the unwanted programs or data and further verify the fidelity of the electronic submittal. The Design Consultants shall bear the expense of

correction, checking and resubmittal and shall not be released from submittal requirements per this Agreement.

16. For each submittal, the appropriate "Submittal Check-List Form", shall be filled-out indicating all items being transmitted to DFCM for review. The Design Consultants shall certify that the submittal is complete, with no items omitted, before the submittal will be considered for review. Incomplete submittals shall be rejected. All costs associated with the resubmittal shall be borne by the Design Consultants.
17. At each submittal, DFCM, the PM and Contractor will review the diagrams, drawings, reports, narratives, site plans, specifications and other submitted documents for conformance with the DFCM/UDC approved program and security requirements. After the review has been completed, DFCM/UDC and the Design Consultants will meet to discuss the review comments and other outstanding design issues. Review comments will be documented and provided to the Design Consultants using Bluebeam or similar software for use in tracking the disposition of each review comment. The Design Consultants shall submit the design review form with the next design submittal indicating the disposition of each comment.
18. Estimates during the Pre-Design and Schematic Phases (SD) of the Project will be provided by the Contractor and/ or PM. The Design Consultants shall work collaboratively with the Contractor and PM to ensure the accuracy and completeness of the estimates. A 15% estimating contingency will be maintained through the Schematic Design Phase. Estimates shall be based on Salt Lake City market conditions as established by DFCM.
19. DFCM and the Design Consultants shall mutually agree upon a Construction Cost Budget for the work described herein. If, during the development of the documents, it becomes evident that items within the Design Consultants' charge will cause the construction cost estimate to exceed the construction cost budget (developed by the Contractor and PM and as agreed upon by the Design Consultants and DFCM), notify DFCM and propose design solutions that will bring the Project within the construction budget. DFCM and the PM will evaluate the basis for project costs exceeding the budget and determine if the Design Consultants should be reimbursed to implement approved cost reduction changes.
20. The Design Consultants shall coordinate with DFCM to develop and provide equipment lists, manufacturer/product data sheets and specifications during the Pre-Design phase.

C. DEFINITIONS

1. Architect or Engineer (Design Professionals, Design Consultants or Designers): The architect(s), engineer(s) and other design professional consultant(s) under contract to DFCM as the designer of record responsible for the preparation and coordination of drawings, specifications and other technical sections for the Project, to provide design and construction documentation, and construction administration services for the Project.
2. Construction Manager at Risk (CMAR, CMR or Contractor): The individual, partnership, corporation, association, joint venture, or any combination thereof, that has entered into

the Contract with DFCM to perform the services identified in such Contract, and referred to throughout the Contract as if singular in number. The Contractor shall solicit trade bids from trade contractors on a competitive basis and enter into contracts with these trade contractors to perform their trade work

3. **Contract:** The written and fully executed DFCM standard agreement form including all of its exhibits. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties
4. **Contract Documents:** The Contract Documents include the Contract as well as any other documents incorporated therein, and also include any Payment and Performance Bonds; any Change Orders referred to herein that are authorized hereunder and any documents referred to under such Change Orders; and all Design Documents.
5. **Design Documents (Drawings and Specifications):** Written documents including all drawings and specifications specifying the attributes, characteristics, and requirements of the buildings to be constructed, including the site, the Project's programs and as further developed and defined by the Design Professionals during the design process. Upon DFCM approval for construction, all Design Documents shall become part of the Contract Documents.
6. **Guaranteed Maximum Price (GMP):** The maximum price DFCM will pay the Contractor for all services performed during the Construction Phase.
7. **Not In Contract (NIC):** The services for a particular phase of the Project or Contract that is referenced herein for the Contractor's reference or DFCM has not yet authorized the Contractor to perform.
8. **Project:** The total construction of the work performed under the Contract.
9. **Program Management Consultant (PM):** The individual, partnership, corporation, association, joint venture, or any combination thereof, authorized by DFCM to oversee the programming, design and construction of the Project.
10. **Work or Services:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations under the Contract.

2. DFCM RESPONSIBILITIES

DFCM will be responsible for the following:

1. Provide the Contractor with information regarding Project requirements including a program and sets forth DFCM's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any other necessary information required to complete the work, as it becomes available. The information shall be

furnished within a mutually agreed upon response time so as to avoid delay progress of the work.

2. Provide the Contractor with documents where applicable. Including any available as-built or original construction drawings for any existing onsite utilities and improvements.
3. Retain the services of Design Consultants to provide design and engineering services, and accompanying cost estimating services. DFCM shall authorize the Design Consultants to provide those services requested by the Contractor that are required to be provided by the Design Consultants during the programming and preconstruction phases of the work.
4. Make access arrangements for the Contractor to enter upon public and private property as required in performance of its services.
5. Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable and cost-effective design.
6. Verify that electronic data which is provided to the Contractor is free from "viruses", "worms", "Trojan Horses", and other malware programs or data which may cause undesirable effects to the host computer or data stored thereon. Such verification will be by appropriate commercially available software.
7. Provide the Contractor with construction cost breakdown (estimates) comments at time indicated intervals consistent with the stage of development.
8. Provide the Contractor with a project schedule and budget for the Project to include contingencies for changes in the work and other costs that are the responsibility of UDC/DFCM as specifically described in this Contract.
9. Furnish the Contractor with the following information: reports, tests, site survey and written legal description of the site, geotechnical report and recommendations, inspections, and other information developed by other consultants engaged by DFCM. The Contractor will be entitled to rely upon the accuracy of the information provided by DFCM except to the extent that the Contractor knows or becomes aware of inaccuracies, errors or omissions.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the scope of services specified herein and perform specific services during the programming and preconstruction phases in collaboration with the Design Consultants to develop bid-ready Construction Documents. The Contractor may be contracted, in a subsequent amendment, to provide construction services and shall be responsible for the construction of the Project pursuant to the Contract Documents. Construction services shall be contracted as a Construction Manager at Risk with Guaranteed Maximum Price (GMP) procurement.

A. PRE-DESIGN PHASE (PROGRAMMING)

Upon authorization to proceed with the Pre-Design Phase (Programming), the Contractor shall work in coordination with DFCM, the PM, Design Consultants, and other parties to provide the following:

1. The Contractor and key Design Consultants shall schedule and participate in joint meetings with DFCM and other parties. The Contractor shall consult with DFCM and the Design Consultants regarding site use and improvements, the selection of building materials, building systems and equipment. Contractor shall attend no more than 4 team meetings during the programming phase. Contractor will work with PM, DFCM and UDC to determine which meetings to attend.
2. The Contractor shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies or efficiencies.
3. The Contractor shall make recommendations to DFCM, PM and the Design Consultants with respect to constructability, construction cost, sequence of construction, construction duration, and means and methods of construction.
4. Contractor shall anticipate providing one estimate at the conclusion of the Programming Phase.

B. SCHEMATIC DESIGN (SD) PHASE (PRECONSTRUCTION)

Upon authorization to proceed with the Schematic Design (SD) Phase, the Contractor shall work in coordination with DFCM, the PM, Design Consultants, and other parties to provide the following:

1. Constructability Reviews: After reviewing all Design Documents and other submissions (peer and plan reviews) for completeness and coordination, the Contractor shall make recommendations, provide information and cost comparisons regarding construction materials, means and methods, systems and phasing to ensure efficient and safe construction. The review process may be iterative and repeated at various preconstruction milestones.
2. Value Analysis: The Contractor shall participate in value analysis workshops at: 100% Schematic Design, 100% Design Development and 50% Construction Documents. The Contractor will be responsible for confirming, at the end of each stage, that all Project and construction costs have been identified..
3. Cost Control Management: The Contractor shall prepare shall prepare its own cost estimate of the total construction cost of the Project at several stages of Design Documents development. The Contractor shall compare its cost estimate with the independent cost estimate prepared by the PM, and resolve discrepancies to reconcile costs between estimates. When necessary, the Contractor will recommend appropriate modifications to the Design Documents to lower the estimates to a cost equal to or less

than DFCM's budget. Construction costs estimates shall be developed, updated and/or submitted at: 100% Schematic Design, 100% Design Development and 50% Construction Documents

4. In the Schematic Design Phase, the Contractor will continue to provide detailed coordination and quality review of the design, all Design Documents, in written form acceptable to DFCM and in coordination with the Design Consultants. The document reviews shall make an effort to: identify, minimize and eliminate areas of conflict, errors, omissions, and overlapping of the work to be performed by the various subcontractors; examine and investigate the design, drawings and specifications for accuracy, adequacy, consistency and suitability for the intended purpose; confirm that the full scope of the work has been included in the drawings, including sufficient detailing, description and coordination to allow accurate pricing and full construction; endeavor to minimize cost and perform value analysis where appropriate to meet budgets or other DFCM requirements; and allow for phased and/or fast-track bid packages and construction.
5. Approvals: The Contractor shall monitor all regulatory approvals required during this phase of the work.

C. DESIGN DEVELOPMENT (DD) PHASE (PRECONSTRUCTION)

Upon authorization to proceed with the Design Development (DD) Phase, the Contractor shall work in coordination with DFCM, the PM, Design Consultants, and other parties to provide the following:

1. Constructability Reviews: After reviewing all Design Documents and other submissions (peer and plan reviews) for completeness and coordination, the Contractor shall make recommendations, provide information and cost comparisons regarding construction materials, means and methods, systems and phasing to ensure efficient and safe construction. The review process may be iterative and repeated at various preconstruction milestones.
2. Value Analysis: The Contractor shall participate in value analysis workshops at: 100% Schematic Design, 100% Design Development and 50% Construction Documents. The Contractor will be responsible for confirming, at the end of each stage, that all Project and construction costs have been identified.
3. Cost Control Management: The Contractor shall prepare its own cost estimate of the total construction cost of the Project at several stages of Design Documents development. The Contractor shall compare its cost estimate with the independent cost estimate prepared by the PM, and resolve discrepancies to reconcile costs between estimates. When necessary, the Contractor will recommend appropriate modifications to the Design Documents to lower the estimates to a cost equal to or less than DFCM's budget. Construction costs estimates shall be developed, updated and/or submitted at: 100% Schematic Design, 100% Design Development and 50% Construction Documents.
4. In the Design Development Phase, the Contractor will continue to provide detailed coordination and quality review of the design, all Design Documents, in written form

acceptable to DFCM and in coordination with the Design Consultants. The document reviews shall make an effort to: identify, minimize and eliminate areas of conflict, errors, omissions, and overlapping of the work to be performed by the various subcontractors; examine and investigate the design, drawings and specifications for accuracy, adequacy, consistency and suitability for the intended purpose; confirm that the full scope of the work has been included in the drawings, including sufficient detailing, description and coordination to allow accurate pricing and full construction; endeavor to minimize cost and perform value analysis where appropriate to meet budgets or other DFCM requirements; and allow for phased and/or fast-track bid packages and construction.

5. Life Cycle Cost Analysis: In parallel with the PM the Contractor shall perform a life cycle cost analysis on design alternatives for building envelope, HVAC and electrical systems at 50% Design Development. The life cycle cost analysis shall include, but not be limited to the following:
 - a. Initial cost of each system.
 - b. Energy consumption costs.
 - c. Maintenance and custodial costs.
 - d. Life expectancy of each system.
 - e. Replacement costs.
 - f. Total cost of ownership over thirty (30) years.
6. Approvals: The Contractor shall monitor all regulatory approvals required during this phase of the work.

D. CONSTRUCTION DOCUMENTS (CD) PHASE (PRECONSTRUCTION)

Upon authorization to proceed with the Construction Documents (CD) Phase, the Contractor shall work in coordination with DFCM, the PM, Design Consultants, and other parties to provide the following:

1. Constructability Reviews: After reviewing all Design Documents and other submissions (peer and plan reviews) for completeness and coordination, the Contractor shall make recommendations, provide information and cost comparisons regarding construction materials, means and methods, systems and phasing to ensure efficient and safe construction. The review process may be iterative and repeated at various preconstruction milestones.
2. Value Analysis: The Contractor shall participate in value analysis workshops at: 100% Schematic Design, 100% Design Development and 50% Construction Documents. The Contractor will be responsible for confirming, at the end of each stage, that all Project and construction costs have been identified.
3. Cost Control Management: The Contractor shall prepare its own cost estimate of the total construction cost of the Project at several stages of Design Documents development. The Contractor shall compare its cost estimate with the independent cost estimate the PM, and resolve discrepancies to reconcile costs between estimates. When necessary, the Contractor will recommend appropriate modifications to the Design Documents to lower the estimates to a cost equal to or less

than DFCM's budget. Construction costs estimates shall be developed, updated and/or submitted at: 100% Schematic Design, 100% Design Development and 50% Construction Documents.

4. In the Construction Documents Phase, the Contractor will continue to provide detailed coordination and quality review of the design, all Design Documents, in written form acceptable to DFCM and in coordination with the Design Consultants. The document reviews shall make an effort to: identify, minimize and eliminate areas of conflict, errors, omissions, and overlapping of the work to be performed by the various subcontractors; examine and investigate the design, drawings and specifications for accuracy, adequacy, consistency and suitability for the intended purpose; confirm that the full scope of the work has been included in the drawings, including sufficient detailing, description and coordination to allow accurate pricing and full construction; endeavor to minimize cost and perform value analysis where appropriate to meet budgets or other DFCM requirements; and allow for phased and/or fast-track bid packages and construction.
5. The Contractor shall make recommendations to DFCM and key Design Consultants regarding the phased issuance of Design Documents to facilitate phased construction of the work, if such phased construction is appropriate for the Project, taking into consideration economies or efficiencies, time of performance, availability of labor and materials, potential conflicts or coordination problems, errors or inefficiencies resulting from multiple contracts, and provisions for temporary facilities.
6. The Contractor shall recommend to DFCM and the Design Consultants a schedule for the procurement of long-lead time items that will constitute part of the work as required to meet the Master Project Schedule.
7. When the Design Documents are sufficiently complete, the Contractor shall propose a Guaranteed Maximum Price (GMP), which shall be the sum of the estimated cost of the work and the Contractor's fee for the construction and post-construction phases of the work, including all sales, use, consumer and other taxes required by law; all other fees, general conditions, bonds, required permits and insurance; tools, construction equipment and machinery, and temporary facilities required at the construction site; and all other facilities and services necessary for the proper execution and completion of the work.
8. As the Design Documents may not be finished at the time the GMP proposal is prepared, the Contractor may provide for Preconstruction Phase contingency as defined in the GMP, in consultation and agreement with DFCM.
9. Approvals: The Contractor shall monitor all regulatory approvals required during this phase of the work.

E. BIDDING & AWARD PHASE (NIC)

1. The Contractor shall provide DFCM with a written plan for the division of construction activities (trade work) of the Construction Phase work into individual bid packages.

2. Notwithstanding DFCM's review of the bid packages, the Contractor warrants the bid packages developed shall conform to the provisions of the Agreement. Any omissions, errors or ambiguities in the bid packages shall be construed against the Contractor and in favor of DFCM.
3. Each bid package shall include a statement of work specifying all work to be performed by the Subcontractor for the portion of the work as shown in the Contract Documents to be solicited, and shall include a schedule or due dates that requires the performance of the work within the timeframe envisioned for such trade work in the Master Project Schedule for the Construction Phase of the Project.
4. Bid packages shall be sufficiently comprehensive to secure competitive bids for all provisions of the work in the Construction Phase of the Project pursuant to the approved Contract Documents.
5. The Contractor shall competitively bid the subcontractor bid packages as required by the Agreement and other Contract Documents. The Contractor shall advertise in trade venues acceptable to DFCM and solicit qualifications from a sufficient number of subcontractors for each bid package to ensure at least three (3) qualified subcontractors result from the solicitation. The Contractor shall prequalify at least three (3) qualified subcontractors for each bid package, and provide proof of prequalification to DFCM.
6. Provided that each subcontractor bid complies with the bid provisions prescribed in the Agreement, the subcontractor bid shall be considered a conforming bid. If insufficient compliant subcontractor bids are received, unless otherwise directed by DFCM, the Contractor shall repeat the solicitation process until the Contractor receives three (3) conforming subcontractor bids.
7. When sufficient compliant subcontractor bids have been received, the Contractor, under the observation of DFCM and key Design Consultants, shall identify the combination of bids and bid alternates that has the lowest and most responsive cost while guaranteeing the timely construction of the Project.

F. CONSTRUCTION PHASE (NIC)

1. Upon DFCM's decision to authorize the Construction Phase of this Agreement, the Contractor to provide construction services for the Project.
2. The Contractor shall provide construction services and shall be responsible to for the construction of the Project pursuant to the Contract Documents and Master Schedule,
3. The Contractor shall not be paid more than the approved GMP costs for the work. Scheduled payments will be made in accordance with the Contract Documents for work-in-place or services provided.
4. The Contractor will enter into contracts (subcontract and vendor agreements) with the Subcontractors responsible for the trade bid selections used to develop the GMP costs to perform the construction work.

5. The Contractor will conduct a preconstruction conference with the Subcontractors, key Design Consultants, inspectors, DFCM representatives and other appropriate parties.
6. The Contractor shall be the Qualified SWPPP Practitioner (QSP) and shall perform all duties and responsibilities of the QSP for the Project, including but not limited to, inspection, documentation and maintenance of the approved SWPPP.
7. The Contractor will develop, implement and vigorously enforce a project-specific site safety and safety training program. All tiered Subcontractors shall comply with the Contractor's Subcontractor Health and Safety Program, and Federal and State Occupational Safety and Health regulations.

G. DESIGN CONSULTANTS / DFCM / PM / CONTRACTOR / RELATIONSHIPS DURING CONSTRUCTION PERIOD

In order to maximize efficiency of operations during the Construction Phase of the Project, the following outlines the relationships and lines of communications between the Design Consultants, DFCM, the PM and the Contractor

1. Contractual questions and disputes:
 - a. All differences concerning the Contactor's contractual obligations shall be referred to DFCM for resolution.
2. Submittals (including requests for substitution):
 - a. Submittals, as required by the Construction Documents, will be made by the Contractor directly to the PM.
 - b. The PM will forward the appropriate number of sets directly to the Design Consultant(s) and other parties for review.
 - c. The Design Consultant(s) shall incorporate comments from other parallel reviewers and return submittal to the PM.
 - d. Upon receipt of reviewed submittals from the Design Consultant(s), the PM will return the appropriate number of sets to the Contractor.
3. Request for Information (RFI) - initiated by the Contractor:
 - a. The Contractor initiates an RFI and sends it to the PM.
 - b. The PM sends the RFI directly to the Design Consultant(s) with a copy to DFCM.
 - c. A reply from the Consultant shall be sent directly to PM, and DFCM.
 - d. The PM sends the reply to the Contractor.
4. Documenting Changes to the Work – The following will be used to document changes to the work:

ASI – Architect's Supplemental Instructions (applicable to the other Design Consultants):
No cost or schedule impacts are foreseeable with the changes being made. The documentation is for clarification purposes only.

PR – Proposal Request:

A change is required and the Contractor is required to submit a time and cost proposal for the changes before the work is approved for construction.

CCD – Construction Change Directive:

A change that does not require a formal pricing proposal before the work commences due to the timing of the work that needs to be put in place. The Contractor to submit pricing and any other impacts as soon as possible.

a. The primary reasons to initiate a change in the work include, but are not limited to, the following:

- I.** Work items that were not included in the bid documents.
- II.** DFCM requested changes.
- III.** DFCM or Design Consultant identified design corrections.
- IV.** Field conditions identified by the Contractor or others.

b. Owner Initiated Changes:

- I.** The PM prepares a Change Request and transmits it to the Design Consultant(s).
- II.** The Design Consultant(s) prepares the ASI, PR or CCD and submits it to the PM.
- III.** The PM coordinates the review process with appropriate staff. The Design Consultant(s) incorporates comments and the ASI, PR or CCD is returned to the PM.
- IV.** The ASI, PR or CCD will be approved by the PM and DFCM.
- V.** The PM issues the approved ASI, PR or CCD to CM/GC with a copy to the Design Consultant(s).

c. Design Consultant Initiated Bulletins:

- I.** The Design Consultant(s) informs the PM and DFCM that a change is required.
- II.** The PM prepares a Change Request and transmits it to the Design Consultant(s).
- III.** The Design Consultant(s) prepares the ASI, PR or CCD and submits to the PM.
- IV.** The PM coordinates the review process with appropriate staff. The Design Consultant(s) incorporates comments and the revised ASI, PR or CCD is returned to the PM.
- V.** The ASI, PR or CCD will be approved by the PM and DFCM.
- VI.** The PM issues the approved ASI, PR or CCD to the Contractor with a copy to the Design Consultant(s).

END OF APPENDIX A